

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Future Pact LLC

2. Registration Number

7074

3. Name of Foreign Principal

Martin Fayulu

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 01/21/2022
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant will execute the scope of the agreement by providing the agreed upon services, tracking daily, weekly, and monthly key performance indicators, and coordinating its efforts with the foreign principal. The exact scope of work and method of performance is detailed in Appendix I of the contract filed with the FARA unit.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See Appendix for Response

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

See Appendix for Response

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

02/02/2022

Bruce Fryer

/s/Bruce Fryer

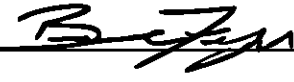
EXECUTION

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Date

Printed Name

Signature

_____	_____	_____  _____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Appendix

Response to Item 9

Item 9: Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will provide content strategy and media relations to the foreign principal. This may include monitoring the media to stay up to date on developments in the DRC, recommending topics for social posts or thought leadership, and conducting outreach to members of the media covering democracy and human rights in the DRC and broader region. Registrant may also conduct outreach to U.S. Members of Congress and other U.S. government officials.

Additionally, Registrant will coordinate with an independent Free & Fair campaign, managed by Vanguard Africa, which organizes disparate pro-democracy voices and organizations and provides regular news and analysis to key third party groups, including the pro-democracy community, think tanks and the broader election integrity constituency.

Appendix

Response to Item 10

Item 10: Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act. If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

The Registrant anticipates providing political activities in support of democracy in the DRC and ensuring free and fair elections in the country. The Registrant anticipates these interests will be promoted through several activities including: public relations services on behalf of the foreign principal; conducting outreach to U.S. organizations supporting democratic development in the DRC and the broader region; and meeting with Members of Congress and other U.S. officials to discuss democracy in the DRC and explore how the U.S. can support free and fair elections there. The Registrant may also prepare or disseminate informational materials to support these activities.



20 January 2022

Supporting Democracy in the Democratic Republic of Congo (DRC)

Hon. Martin Fayulu
Engagement for Citizenship and Development Party
Kinshasa, DRC

Honorable Fayulu,

Future Pact and our colleagues at Vanguard Africa are honored to support you and your work promoting democracy and accountability in the DRC. We have prepared a formal contract for your approval and are ready to begin work immediately.

We look forward to standing with you as you continue the fight for democracy and human rights in the DRC.

Sincerely,

A handwritten signature in dark ink, appearing to read "Bruce Fryer".

Bruce Fryer
Future Pact
bruce@futurepact.us



Standard Contract

Honorable Martin Fayulu ("Client") has agreed to hire **Future Pact LLC**.

Pursuant to our discussions, please accept this letter of agreement to work on your behalf to advance democracy and human rights in the DRC.

Total Fees: **Client** agrees to pay **Future Pact** a total of \$17,500.00 (Seventeen Thousand Five Hundred) USD per month to cover services outlined in the attached scope of work.

Payment Terms: This engagement between **Future Pact** and the **Client** will begin with an initial payment of \$45,000.00 USD, accounting for the first 2 (two) months of retainer services beginning 1 February 2022 and a one-time payment of \$10,000.00 to cover associated legal and compliance fees. The anticipated period of performance is from February 2022 – December 2023, or whenever the 2023 Presidential election occurs. Additional expenses will be pre-approved, in consultation with client, and billed separately. Work will begin when the initial payment is received in full.

This agreement may be terminated by either party with 30 (thirty) days written notice and payment of all outstanding fees and expenses. Consulting fees will incur a 5 (five) percent late fee for every 30 (thirty) day period past due.

Expenses will be pre-approved in writing by the client and billed monthly as described below:

- **General Expenses:** We do not bill our clients for regular in-house copying, postage, faxing, handling or other regular fees.
- **Significant Outside Vendors:** Significant outside vendor expenses such as private newswires, video recording and production, photography and printing, large copying or significant postage, etc. are charged separately as other direct costs (ODCs). Should any of these expenses be required, we will consult with you for prior written approval.
- **Telephone & Network Charge:** We do not bill for local telephone calls and standard technology expenses on a per-use basis. However, we do bill at cost for international call charges and any conference call charges.
- **Travel and Meals:** Travel and meal expenses will be billed at cost. **Client** shall cover expenses for all travel, lodging, meals for any travel *outside of the DMV area* and such incidental expenses agreed to between the parties to this agreement. Any travel expenses billed by **Future Pact** to **Client** will be billed at cost.
- **Scope of Services:** You are free at any time to expand or reduce the scope of work by notifying our management team as to the changes required in writing. In such cases, the fee shall be revised to reflect the new scope of work.



- **Confidentiality:** We agree to keep confidential all information concerning your business and operation which becomes known to us and which you advise us is to be considered confidential in nature. You agree to keep confidential our recommendations and confidential information regarding various communications projects in which we are now or may be involved.
- **Contracting:** You agree not to hire any **Future Pact** employees or their agents independently for the period of this agreement and two years after its completion.
- **Indemnification:** Both parties to this Agreement agree to take commercially reasonable measures to limit the liability of both the **Client** and **Future Pact**. The **Client** hereby agrees to indemnify, defend and hold Future Pact, its affiliates, subsidiaries, parents, shareholders, directors, officers, employees, and agents harmless from and against any and all claims, loss, damage, tax, liability and/or expense that may be incurred by **Future Pact**, its affiliates, subsidiaries, parents, shareholders, directors, officers, employees, and agents arising out of or in connection with the **Client's** performance of the **Client's** obligations and duties as described in this Agreement, except as caused by **Future Pact's** negligence, gross negligence or willful misconduct, including the legal costs, fees and expenses of defending itself against any claim by any or all of the parties to any **Client** transaction and/or by any other person and/or as a result of the **Client** taking any action or refraining from taking any action or instituting or defending any action or legal proceeding. The **Client** further agrees to indemnify and hold **Future Pact**, its affiliates, subsidiaries, parents, shareholders, directors, officers, employees, and agents harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the **Client** performing its duties hereunder or the violation of these terms and conditions by the **Client**.

Likewise, **Future Pact** hereby agrees to indemnify, defend and hold the **Client**, its affiliates, subsidiaries, parents, shareholders, directors, officers, employees, and agents harmless from and against any and all claims, loss, damage, tax, liability and/or expense that may be incurred by the Client, its affiliates, subsidiaries, parents, shareholders, directors, officers, employees, and agents arising out of or in connection with **Future Pact's** performance of **Future Pact's** obligations and duties as described in this Agreement, except as caused by the **Clients'** negligence, gross negligence or willful misconduct, including the legal costs, fees and expenses of defending itself against any claim by any or all of the parties to any **Future Pact** transaction and/or by any other person and/or as a result of the **Future Pact** taking any action or refraining from taking any action or instituting or defending any action or legal proceeding. **Future Pact** further agrees to indemnify and hold the **Client**, its affiliates, subsidiaries, parents, shareholders, directors, officers, employees, and agents harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of **Future Pact's** performing its duties hereunder or the violation of these terms and conditions by **Future Pact**.

- **Conflicts of Laws/Jurisdiction/Governing Law:** This agreement shall be governed by and interpreted in accordance with the laws of District of Columbia (Washington, D.C.) without



regard to its conflicts of laws principles. **Client** and **Future Pact** agree that any state or federal court for or within the District of Columbia (Washington, D.C.) shall have exclusive jurisdiction over any disputes arising under or related to this Agreement and **Client** and **Future Pact** irrevocably consent to the jurisdiction of such courts and the placement of venue therein, and waives any claim that any such action, suit or proceeding in such a court has been brought in an inconvenient forum. Any action for break of this Agreement, for enforcement of this Agreement, or for any cause of action purported to arise out of this Agreement must be commenced in the American Arbitration Association (AAA) in District of Columbia (Washington, D.C.).

- **Complete Agreement:** This Agreement is the complete agreement of the parties and supersedes any previous agreements, whether written or oral, between the parties. No agreement or understanding, oral or written, in any way modifies the terms and conditions set forth herein, unless noted as an addendum to this contract, dated after this contract, and signed by a partner of **Future Pact**.

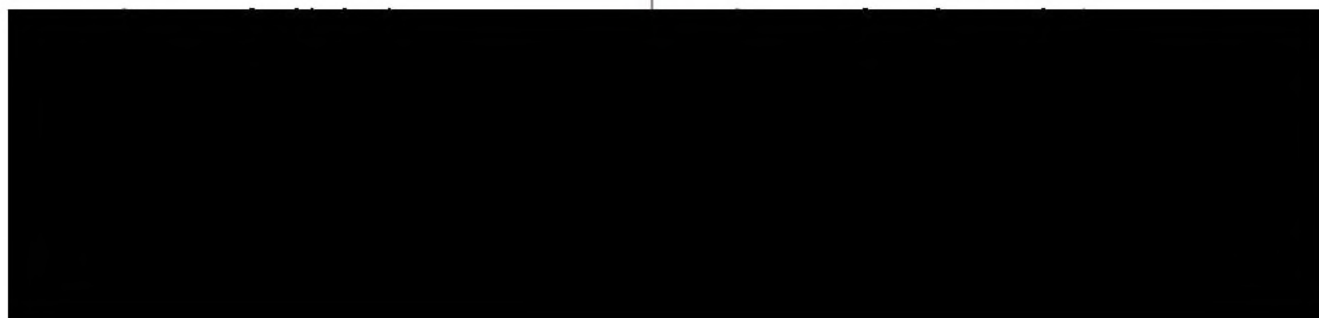
Please sign this contract and return it to the email address given below and retain a copy for your records. Work will begin upon both parties' receipt of a fully executed copy of this contract and initial payment as outlined under payment terms. Payments may be sent by ACH or wire transfer as noted below:

For ACH Deposit(s):



For Domestic Wire Transfers:

For International Wire Transfers:





If needed, we can provide an invoice, with payment due immediately.

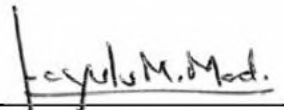
On behalf of the Future Pact Team, we look forward to a long and beneficial partnership.

I have read the above letter and agree and accept the terms and the conditions set forth therein.

Signature: 

Date: 20 January 2022

Bruce Fryer
Principal
Future Pact

Signature: 

Date: 21 January 2022

Martin Fayulu
Leader
Engagement for Citizenship and Development
Party



Attachment A - Scope of Work (SOW)

As discussed, we have included the agreed upon Scope of Work, which serves as guideposts for this engagement. While circumstances outside of our control may affect timelines and quantity of deliverables, we will endeavor to meet or exceed all deliverables expectations detailed below.

Deliverables

Future Pact will manage the process from start to finish in close collaboration with the client. Our team will provide advising and consulting in addition to the tangible deliverables outlined in the SOW. We pride ourselves on our highly collaborative process and truly value the long-term partnerships we develop with our clients.

Strategic Communications	Deliverables	Quantity
Content Strategy	<ul style="list-style-type: none"> Content Topic Development, Scheduling (Limited*), Analysis, and Reporting Content Advisory services 	<ul style="list-style-type: none"> 1 Content Calendar per month 1 Content Guidelines document, which can be shared among campaign team At least 15 social post recommendations per month across personal, campaign and/or free & fair DRC social media At least 1 op-ed or interview topic suggestion per month Weekly status update & coordination call Monthly Analysis in KPI Report
Reputation Protection	<ul style="list-style-type: none"> Perpetual monitoring of Hon. Fayulu's public profile On-demand surge capability Reputation advisory services 	<ul style="list-style-type: none"> Ad hoc threat analysis Weekly status update & coordination call Monthly Analysis in KPI Report
Media Relations	<ul style="list-style-type: none"> Opinion Editorial Development & Placement Reporter Introductions Interview Scheduling Monthly KPI Reports with Recommendations Media advisory services 	<ul style="list-style-type: none"> Weekly outreach to media stakeholders Monthly Advisory Services Weekly status update & coordination call Monthly Analysis in KPI Report
Free & Fair DRC	Deliverables	Quantity
Social Media	<ul style="list-style-type: none"> Free & Fair DRC Ongoing community-building 	<ul style="list-style-type: none"> Free & Fair DRC campaign managed by Vanguard Africa Weekly posting of relevant news and content Weekly status update & coordination call Monthly Analysis in KPI Report



Media Relations	<ul style="list-style-type: none"> • <i>Op-ed Development & Placement</i> • <i>Reporter Introductions</i> • <i>Interview Scheduling</i> • <i>Media advisory services</i> 	<ul style="list-style-type: none"> • <i>Outreach to media stakeholders</i> • <i>Monthly Advisory Services</i> • <i>Weekly status update & coordination call</i> • <i>Monthly Analysis in KPI Report</i>
Government Relations	<ul style="list-style-type: none"> • <i>Introductions and liaison to key Members & Committees</i> • <i>On-demand surge to support DC diplomacy visits</i> • <i>Introductions and liaison services to key members of academic & think tank communities</i> • <i>Government advisory services</i> 	<ul style="list-style-type: none"> • <i>Planning & support of ≥1 delegation trip to Washington, DC for meetings with the Biden administration, congressional leaders, influencers in the broader pro-democracy and think-tank community and major media</i> • <i>Partner/civil society analysis to identify opportunities for the free & fair campaign to collaborate with international organizations involved in election programming in-country</i>
RETAINER COST:		\$17,500.00 monthly

Conclusion

We believe Hon. Fayulu is the catalyst for a brighter future in the DRC. He has shown what happens when the voiceless are given a voice - when citizens young and old feel empowered by their vote.

It is a distinct honor for our team to support Hon. Fayulu in this worthiest of endeavors.